

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE
ESTABLISHING
THE REGIONAL EMERGING DISEASES INTERVENTION CENTER

Whereas the Ministry of Health of the Republic of Singapore and the Department of Health and Human Services of the United States of America signed a Memorandum of Understanding on October 17, 2003 to enhance and expand bilateral cooperative efforts in health and medical sciences, and health security threats;

Whereas to further that cooperation, the Governments of the Republic of Singapore and the United States of America expressed their intent to establish a Regional Emerging Diseases Intervention (REDI) Center in Singapore to facilitate the exchange of information and expertise on surveillance; prevention and control of, and research on, communicable and non-communicable diseases; and on bioterrorism concerns.;

Whereas the Leaders of the Asia-Pacific Economic Cooperation (APEC) forum, in their Statement on Health Security issued at their meeting in Bangkok on October 21, 2003, welcomed the establishment of the REDI Center to serve as a regional resource for training and research, to help build individual and collective capacity and facilitate cooperative efforts to monitor, respond to, and prevent critical infectious disease threats in the Asia Pacific region;

Now therefore, to establish the REDI center as intended by the Memorandum of Understanding and to enable the REDI Center to carry out its mission of enhancing the Asia and Pacific region's capability and capacity to effectively monitor, detect, and respond to naturally-occurring infectious disease outbreaks or man made health threats, the Government of the Republic of Singapore and the Government of the United States of America agree as follows:

ARTICLE I

Establishment of the Center

The REDI Center is hereby established as an intergovernmental organization. In order to achieve its objectives, the Center shall have the legal capacity to contract, to acquire and dispose of property, to institute and respond to legal proceedings, and other attributes equivalent to those of a body corporate under the laws of Singapore.

ARTICLE II

Definitions

For the purpose of this Agreement the following expressions shall have the

2.1 The "Center" means the Regional Diseases Intervention (REDI) Center, located in Singapore;

2.2 "Executive Director" means the Executive Director of the REDI Center;

2.3 "appropriate Singapore Authorities" means the officials of the Ministry of Foreign Affairs of the Republic of Singapore or such other authorities which the Ministry of Foreign Affairs deems appropriate;

2.4 "Parties" means the Republic of Singapore and the United States of America, as well as any other member economy or economies of APEC, or other countries, which have been invited by the Governing Board of the Center to join the Center, with full representation on the Governing Board, and which have acceded to this Agreement;

2.5 "Founding Parties" means the Republic of Singapore and the United States of America;

2.6 "participating organizations" means international or regional organizations who have been invited by the Governing Board of the Center to participate as observers of the Governing Board's deliberations;

2.7 "premises of the Center" means the building(s) or parts of the building(s) in Singapore, irrespective of ownership, used for the purposes of the Center;

2.8 "Professional Staff of the Center" means:

2.8.1 officers, employees or other individuals provided/detailed by participating economies or participating organizations to work in the Center, other than those who are provided/detailed to the Center by the Government of the Republic of Singapore;

2.8.2 any other individual appointed by the Executive Director or his authorized representative, subject to the consent of the Governing Board.

2.9 "property" means all property, including funds, assets and income belonging to the Center;

2.10 "family" in relation to the Executive Director, the Deputy Director and the Professional Staff of the Center, means:

2.10.1 spouse;

2.10.2 dependent children under 21 years of age, as well as dependent children above 21 years of age who are unmarried and living in the same household during posting of the Executive Director, Deputy Director, or Professional Staff of the Center; and

2.10.3 in exceptional cases, to be determined by the appropriate Singapore Government authorities, dependent parents.

2.11 "accredited participants" means all accredited members of any delegation of any Party, participating organization, or other APEC economy or other country, or organization, or other individuals, who are participating in any Center meeting, activity, or event, including meetings of the Governing Board and Scientific Advisory Group at the invitation of the Executive Director or the Governing Board or Scientific Advisory Group.

ARTICLE III

Governance of the Center

3.1 There shall be a Governing Board to provide overall policy guidance for the Center.

3.2 The Governing Board shall operate by consensus of all representatives and shall be responsible for all of the affairs of the Center. In this role, it will ensure that:

3.2.1 The Center follows objectives, programs, and plans that are consistent with its mission and objectives; and

3.2.2 The Center is managed effectively by the Executive Director, his authorized representative, and the Deputy Director, consistent with the agreed objectives, programs and budgets, and in accordance with legal and regulatory requirements.

3.3 To this end, the Board shall:

3.3.1 Approve programs and plans to meet the Center's mission and objectives, and monitor results;

3.3.2 Approve the Center's budget and ensure the Center's financial integrity and accountability;

3.3.3 Review and endorse the appointment of Executive Director and Deputy Director:

3.3.3.1 The Executive Director and the Deputy Director shall be selected on an alternating basis from candidates nominated by the Founding Parties but at no time will the Executive Director or the Deputy Director be selected from the same Founding Party;

3.3.3.2 At such time as other Parties may join the Center, the Governing Board may revise this provision so as to enable the nomination of a Deputy Director, and subsequently an

Executive Director, from a Party other than the Founding Parties.

3.3.4 Perform all other acts that may be considered necessary for the attainment of the objectives of the Center.

3.4 The Governing Board shall consist, initially, of six representatives, consisting of three representatives appointed by each of the Founding Parties; each Founding Party shall notify the other of its appointments. The Board may appoint a Chairperson from among these representatives, as it sees fit, and may also develop and modify such terms of reference and rules of proceedings as necessary, consistent with the terms of this Article. In addition, upon mutual agreement, other APEC member economies or international or regional organizations may be invited to participate on the Governing Board in a capacity as observers.

3.5 The Executive Director shall be responsible to the Governing Board for the implementation of the policies and plans approved by the Governing Board and shall:

3.6.1 Administer the day-to-day operations and management of the Center;

3.6.2 Develop such specific programs and activities as necessary to implement the plans approved by the Governing Board;

3.6.3 Supervise programs and activities to ensure that the Center's programs and objectives are properly developed and carried out;

3.6.4 Prepare the Center's budget and an annual report;

3.6.5 Perform such other functions as are delegated to him by the Governing Board.

3.7 In the absence of the Executive Director, the Deputy Director will be considered his authorized representative. In the absence of the Deputy Director, the Executive Director or the Governing Board may appoint an authorized representative to temporarily fulfill the duties of the Deputy Director. In appointing an authorized representative, the Executive Director may be selected from the Center's Professional staff, or may be an Government official of one of the Parties.

3.8 The Executive Director or his authorized representative will keep the Governing Board advised on matters of consequence that relate to the Center.

ARTICLE IV

Membership

4.1 The Governing Board shall have the discretion and exclusive power to

Center by acceding to this Agreement on such conditions and terms as the Board may determine.

- 4.2 The Governing Board shall have the discretion and exclusive power to invite international and regional organizations to participate in the Center, on such conditions and terms as the Board may determine.
- 4.3 Parties that join the Center will enjoy representation on the Governing Board; on such conditions and terms as the Board may decide.
- 4.4 Parties and international and regional organizations not represented on the Governing Board may be invited to participate as observers in Governing Board deliberations.

ARTICLE V

Scientific Advisory Group

- 5.1 A Scientific Advisory Group may be appointed by the Governing Board to advise the Governing Board on strategic planning for the Center. The Scientific Advisory Group will consist of senior scientists from the Republic of Singapore, the United States, or any economy or international organization as the Governing Board may see fit.
- 5.2 The Executive Director, or his authorized representative, may assist the Scientific Advisory Group in the preparation of its advice on strategic planning, as needed.

ARTICLE VI

Public Services and Division of Responsibilities Concerning Installation and Maintenance of Installation Premises of the Center

- 6.1 The Center shall be located in the Republic of Singapore.
- 6.2 The Government of the Republic of Singapore will:
 - 6.2.1 Provide the Center with rent-free physical premises, with sufficient space and equipment to carry out the Center's activities as agreed by the Governing Board;
 - 6.2.2 Meet the recurrent expenditure of the Center, with respect to salaries and allowances of staff other than the Professional Staff of the Center, utility charges, telecommunications expenses, and charges for the maintenance of the Center's physical premises and office equipment.

- 6.2.3 Provide on a permanent basis, maintain and replace as necessary, a limited number of official vehicles for the Center, if the Governing Board so requests.
- 6.2.4 Meet the expenses, if any, for use of facilities needed by the Center to conduct meetings, seminars, conferences, and training programs, including equipment for such meetings, seminars, conferences and training programs, as approved by the Executive Director, his authorized representative, or the Governing Board.
- 6.3 Except as specified in this article, the Parties shall not be under any obligation to provide financial support to the Center. The Parties shall not be under any responsibilities, individually or collectively, for any debts, liabilities or obligations of the Center.

ARTICLE VII

Capacity of Center

In order to achieve its objectives, the Center is authorized to receive funds or donations from governments, intergovernmental organizations, non-governmental organizations (which shall, for the purposes of this Agreement include the private sector), and programs.

ARTICLE VIII

Immunity and Inviolability of the Center, Its Premises and Archives

- 8.1 The Center, its property, and assets shall be immune from suit and every form of legal process in Singapore, except to the extent that the Center expressly waives its immunity for the purpose of any proceeding or by the terms of any contract.
- 8.2 The premises of the Center shall be inviolable. Agents of the Government of Singapore shall not enter premises of the Center except with the consent of the Executive Director or his authorized representative.
- 8.3 The archives of the Center shall be inviolable at any time and wherever they may be in Singapore. The archives of the Center includes its papers, documents, correspondence, books, films, tapes, and computer discs.
- 8.4 Without prejudice to the provisions of Article XIII, the Center shall not permit its premises to be used as a refuge for avoiding arrest under the laws of Singapore or in any other manner incompatible with the purposes of the Center.

ARTICLE IX

- 9.1 The appropriate Singapore authorities shall take whatever action necessary to ensure that the Center shall not be dispossessed of its premises except in the event that the Governing Board of the Center decides to cease using the same.
- 9.2 The Government of Singapore is under a special duty to take all appropriate steps to protect the premises of the Center against any intrusion or damage and to prevent any disturbance of the peace or the mission or impairment of its dignity.
- 9.3 If so requested by the Executive Director or his authorized representative, the appropriate Singapore authorities shall provide a sufficient number of police for the preservation of law and order on the premises of the Center, and for the removal therefrom of persons or group of persons as requested under the authority of the Executive Director or his authorized representative.

ARTICLE X

Exemption from Taxation of the Property

The Center, its premises, and property shall enjoy the following exemptions from taxation and other charges in Singapore:

- 10.1 The property and premises of the Center shall be exempt from any form of direct taxation by the Government of Singapore. It is understood, however, that the Center will not claim exemption from charges levied for specific services rendered.
- 10.2 The Government of Singapore shall ensure that the Center shall be exempt from taxes and customs duties and related charges on the importation of goods and publications directly imported by the Center for its official use in the Republic of Singapore. The Center shall similarly be exempt from taxes, customs duties and related charges on the exportation of Center publications. These exemptions are on the understanding that articles imported under such exemptions shall not be transferred by the Center within Singapore except under conditions agreed upon with the Government of Singapore and in accordance with the laws of Singapore.
- 10.3 If, irrespective of Article 13.1.3, the Governing Board determines that there is a need for the Center to own its own motor vehicles, the Center shall be entitled to the duty-free importation of a limited number of motor vehicles for official use, provided that the vehicle meets Government of Singapore regulations on importation of motor vehicles into the Republic of Singapore.
 - 10.3.1 The Center shall be exempt from payment of excise tax and road tax on motor vehicles owned, and shall be exempt from payment for Certificate of Entitlement for motor vehicles purchased;

10.3.2 The Government of Singapore shall provide the required limited number of Certificates of Entitlements.

10.4 The Center shall be exempt from prohibitions and restrictions on importation and exportation of goods directly imported or exported by the Center for its official use. This exemption shall not apply to imports and exports of goods subject to security or defense controls, such as arms, strategic goods, or other items subject to multilateral nonproliferation regime controls. If the importation or exportation of such a controlled good is necessary for the Center's activities, the Government of Singapore shall give expeditious and favorable consideration to the license request.

ARTICLE XI

Communications

11.1 The Center shall enjoy for its official communications, including telecommunications, treatment no less favorable than that accorded by the Government of Singapore to foreign diplomatic missions and representative offices of international organizations in Singapore.

11.2 No censorship shall be applied to official correspondence and other official communications of the Center.

11.3 The Government of Singapore shall respect the inviolability of the official correspondence of the Center.

11.4 The Government of the Republic of Singapore shall ensure that the Center has access to facilities for the operation of the telecommunications, Internet, and multimedia services on the premises of the Center.

ARTICLE XII

Access and Residence

12.1 The appropriate Singapore authorities shall facilitate transit to and from the premises of the Center of the following persons:

12.1.1 Representatives of the Parties, participating organizations, accredited participants, and others as invited by the Governing Board and Executive Director or his authorized representative, who are participating in activities at, sponsored by, or coordinated by the Center;

12.1.2 The Executive Director, Deputy Director, and Professional Staff of the Center, and their families;

12.1.3 Members of the Governing Board and Scientific Advisory Group of the Center; and

- 12.1.4 Other persons invited by the Center on official business, including persons attending training, research, or other activities of the Center.
- 12.2 Visas which may be necessary for persons referred to in paragraph 1 of this Article shall be dealt with as speedily as possible and without charge: this, however, shall not obviate the requirement of reasonable evidence to establish that persons claiming the right granted under this paragraph fall within the categories described in paragraph 1 of this Article or of the application of security, quarantine and health regulations.
- 12.3 The Government of Singapore shall provide members of the professional staff and accompanying family members with the appropriate visas and other documentation necessary to reside in Singapore in compliance with all the laws and regulations in force in Singapore regarding the residence of foreign nationals.

ARTICLE XIII

Privileges and Immunities of the Executive Director, Deputy Director, and Professional Staff of the Center

- 13.1 The Executive Director, Deputy Director, and Professional Staff of the Center, who do not have Singapore nationality or Permanent Resident status, shall enjoy within and with respect to the territory of the Republic of Singapore the following privileges and immunities:
 - 13.1.1 immunity from suit and every form of legal process in respect of acts, including words spoken or written, performed by them in their official capacity and in the discharge of their duties;
 - 13.1.2 personal inviolability, including immunity from arrest or detention;
 - 13.1.3 exemption from social security provisions and taxation on the salary and emoluments paid to them by the Center or by the participating economy or participating organization;
 - 13.1.4 duty-free importation of a motor vehicle for personal use, provided that the vehicle meets Government of Singapore regulations on importation of motor vehicles into the Republic of Singapore;
 - 13.1.5 exemption from payment of excise tax and road tax on motor vehicles owned;
 - 13.1.6 exemption from payment for Certificate of Entitlement for motor vehicles purchased;
 - 13.1.7 repatriation facilities, together with their family, in time of

13.1.8 immunity from inspection of their personal and official baggage unless there are serious grounds for presuming that it contains articles not covered by the exemptions provided for in this Agreement, or Articles the import or export of which is prohibited by Singapore law. Such inspection shall be conducted only in the presence of the owner or his authorized representative;

13.1.9 duty-free importation and exemption from taxes and related charges other than for storage, cartage and similar services for importation of household effects and other articles for personal use within six months after first taking up their post in Singapore; and

13.1.10 exemption from any other taxes as is accorded to a diplomatic envoy of a foreign sovereign power accredited to the Republic of Singapore.

13.2 The residences of the Executive Director, Deputy Director and the Professional Staff of the Center, who do not have Singapore nationality or Permanent Resident status, shall enjoy the same inviolability and protection as the premises of the Center.

13.3 Without prejudice to their privileges and immunities, it is the duty of the Executive Director, Deputy Director, and the Professional Staff of the Center to respect the laws of the Republic of Singapore.

13.4 13.4.1. The privileges and immunities accorded by this Article are granted in the interest of the Center and not for the personal benefit of the individuals themselves. The Governing Board shall waive the immunity of the Executive Director, the Deputy Director, or any Professional Staff of the Center in any case where, in his or its opinion, such immunity would impede the course of justice and can be waived without prejudice to the interest of the Center;

13.4.2 The Executive Director and Deputy Director shall take every precaution to ensure that no abuse of a privilege or immunity conferred by this Agreement shall occur, and for this purpose shall establish such rules and regulations as he may deem necessary and expedient for Professional Staff of the Center and persons performing missions for, or, serving on missions, of the Center;

13.4.3 The Center, its Executive Director, Deputy Director, and the Professional Staff of the Center shall co-operate at all times with the appropriate Singapore authorities to facilitate the proper administration of justice, and prevent the occurrence of any abuse in connection with the privileges and immunities conferred by this Agreement. Should the Government of Singapore consider that an abuse has occurred, the Executive Director or his authorized representative shall

upon request, consult with the appropriate Singapore authorities.

13.5 The appropriate Singapore authorities shall provide the Executive Director, Deputy Director and the Professional Staff of the Center, who do not have Singapore nationality or Permanent Resident status, with appropriate identity cards.

ARTICLE XIV

Intellectual Property Rights

14.1 The Parties do not foresee the creation of intellectual property under this Agreement. In the event, however, that future Center activities could, or do, nonetheless give rise to intellectual property that can be protected, the Parties shall negotiate and conclude an annex to this Agreement containing provisions regarding the allocation of the rights to that intellectual property. The provisions of such an annex shall apply to any intellectual property created under this Agreement after entry into force of that annex and before then, to the extent consistent with applicable law.

ARTICLE XV

Final Provisions

15.1 This Agreement shall enter into force upon signature.

15.2 Consultations with respect to amendments to this Agreement shall be entered into upon request of either party and any such amendment shall be done by mutual written agreement of the parties.

15.3 Wherever this Agreement imposes obligations on appropriate Singapore authorities, the ultimate responsibility for the fulfillment of such obligations shall rest with the Government of the Republic of Singapore.

15.4 Any dispute regarding interpretation or implementation of this Agreement shall be submitted in the first instance to the Governing Board for resolution. If the Governing Board cannot resolve the dispute, it shall be the subject of consultation between the Parties.

15.5 The Agreement shall cease to be in force three months after either of the Founding Parties gives notice in writing to the other of its decision to terminate the Agreement.

DONE at Singapore, in duplicate, this XXth day of XXX, 2004, in the English language.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE
REPUBLIC OF SINGAPORE: